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**AIRUS**

ORIGINAL

May 21, 2014

Arizona Corporation Commission  
**DOCKETED**

MAY 22 2014

Arizona Corporation Commission  
Docket Control  
1200 W. Washington St.  
Phoenix, AZ 85007**RE: Replacement Pages for Airus, Inc. Tariff No. 1 and Tariff No. 2 (Docket No. T-20695A-14-0149)**

Dear Docket Control:

Pursuant to email correspondence from Pamela Genung dated May 20, 2014, please see attached replacement pages for Airus, Inc. Tariff No. 1 and Tariff No. 2. These replacement pages are being submitted to make the typographical/wording changes suggested by Ms. Genung. No other changes have been made. Please file these replacement pages in Docket No. T-20695A-14-0149.

If you have any questions about this filing, please contact me at (312) 878-4160 or at regulatory@airustel.com. Thank you.

Sincerely,

Patrick Phipps  
Director, Regulatory Affairs  
Airus, Inc.RECEIVED  
2014 MAY 22 P 12:58  
AZ CORP COMMISSION  
DOCKET CONTROL

## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.9. Allowances for Interruptions in Service**

The Company shall make all reasonable efforts to avoid interruptions of service, and, when such interruptions occur, shall endeavor to re-establish service with the shortest possible delay. Whenever service is interrupted in connection with its work, the Company shall notify affected Customers, if possible. The Company shall, as soon as practical, notify the Commission of all service interruptions that affect an entire exchange or any major portion of an exchange.

#### **2.9.1 General**

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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Vice President Regulatory Affairs  
Airus, Inc.  
840 South Canal Street, 7<sup>th</sup> Floor  
Chicago, IL 60607

### **SECTION 3. DESCRIPTION OF SERVICES**

#### **3.1 Promotional Offerings**

- 3.1.1 The Company may, from time to time, engage in special Promotional Offerings limited to certain dates, times, or locations designed to attract new customers or to increase customers awareness of a particular tariff offering. These promotions will be approved by the Commission with specific starting and ending dates, and be made part of this tariff.

#### **3.2 Individual Case Basis ("ICB") Offerings**

- 3.2.1 Arrangements may be developed on a case-by-case basis for tarified service or services to a specific customer at rates, terms or conditions provided through an agreement instead of pursuant to tariff. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tarified rates.

The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

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**SECTION 2. REGULATIONS (Cont'd.)**

**2.1 Undertaking of the Company**

**2.1.3 Terms and Conditions**

- (C) In any action between the parties to enforce any provision of this tariff, the prevailing party will be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (D) Customers may be required to enter into written service orders which will contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (E) This tariff will be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.
- (F) The Company will perform routine tests, make traffic studies, and maintain records required to determine the facilities, equipment and personnel necessary to maintain an acceptable quality of service at all times.

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**SECTION 2. REGULATIONS (Cont'd.)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

**(A) Taxes**

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Services.

**(B) Surcharges, Fees and Assessments**

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

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**SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)****3.1 Access Services (Cont'd.)****3.1.2 Standard Rate Categories (Cont'd.)****(B) End Office**

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element.

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises. The Shared Switch Port provides for the termination of Tandem Switched Transport to an end office.

Access minutes for all Switched Access Service subject to the Shared Switch Port will be multiplied by the per minute rate set forth in Section 4.1.4.

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**SECTION 3. SERVICE AND RATE DESCRIPTIONS (Cont'd.)**

**3.1 Access Services (Cont'd.)**

**3.1.2 Standard Rate Categories (Cont'd.)**

**(C) Tandem Switching (Originating and Terminating)**

Tandem Switching is an access service providing transmission and tandem switching between the Customer designated premises and the Company switch(es) where the Customer's traffic is switched from or to an entity other than an End User for purposes of originating or terminating the Customer's communications.

In addition to Tandem Switching, associated rate elements include:

Tandem Switching Transport Termination  
Tandem Switching Transport Facility  
Interconnection Charge

- (1) Tandem Switching Transport Termination  
This rate element applies to the non-distance sensitive portion of the Tandem Switched Transport for transmission facilities between the Company network and the end office.
- (2) Tandem Switching Transport Facility  
This rate element applies to the distance sensitive portion of the Tandem Switched Transport for transmission facilities between the Company network and the end office.
- (3) Interconnection Charge  
This rate element will be applied for interconnection with the Company's network for all Switched Access minutes of use that originate or terminate at a Company end office.

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**SECTION 5. MAX RATES (Cont'd.)****5.1 Access Service (Cont'd.)****5.1.3 Local Transport****(A) Entrance Facility**

(1)	DS1	Nonrecurring	Monthly
	-Per Point of Termination		\$200.00
	Installation Charge	\$500.00	
(2)	DS3	Nonrecurring	Monthly
	-Per Point of Termination		\$2,200.00
	Installation Charge	\$700.00	

**(B) Direct Trunked Transport**

Facility Mileage	Monthly Rate	Per Mile
DS1	\$70.00	\$20.00
DS3	\$650.00	\$115.00

**(C) Multiplexing**

	Monthly Rate
Multiplexing DS3 to DS1	\$131.25

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